Taylor, Morell & Gitomer

June 16, 1993

Suite 210
919 18th St., N.W.
Washington, DC 20006
(202) 466-6530 / FAX (202) 466-6528

Suite 230
310 Golden Shore
Long Beach, CA 90802
(310) 436-2519 / FAX (310) 436-5393

Direct Dial: (202)466-6532

RECORDATION NO 16700-A & B FILED 1425

JUN 16 1993 2-35PM

INTERSTATE COMMERCE COMMISSION

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Secretary Strickland:

I have enclosed two originals and 26 certified copies of each of the two documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The documents are a Bill of Sale, a secondary document, dated June 1~~4~~5, 1993, and an Assignment and Assumption Agreement, as secondary document, dated June 15, 1993. The primary documents to which these documents are connected are recorded under Recordation Nos. 16493, 16498, 16502, 16627, 16648, 16672, and 16700. We request that these documents be recorded under Recordation Nos. 16493-A & B, 16498-A & B, 16502-A & B, 16627-A & B, 16648-A & B, 16672-A & B, and 16700-A & B.

The name and address of the parties to the Bill of Sale and Assignment and Assumption Agreement are as follows:

Seller:

Westinghouse Electric Corporation
1 Oxford Sentre
9th Floor
Pittsburgh, PA 15219

Purchaser:

GATX Capital Corporation
Four Embarcadero Center
Suite 2200
San Francisco, CA 94111

A description of the equipment covered by the document consists of: 100 Maxi-Stack II 1/2 125-ton Double Stack container cars numbered SFLC 254200-254299, inclusive.

A fee of $224.00 is enclosed. Please return the originals and 12 certified copies to:

Louis E. Gitomer
Taylor, Morell & Gitomer
Suite 210
919 18th Street, N.W.
Washington, DC 20006

A short summary of the documents to appear in the index follows: a Bill of Sale, dated June 1~~4~~5, 1993, and an Assignment and Assumption Agreement, dated June 15, 1993, between Westinghouse Electric Corporation, 1 Oxford Sentre, 9th Floor, Pittsburgh, PA 15219, and GATX Capital Corporation, Four Embarcadero Center, Suite 2200, San Francisco, CA 94111, covering: 100 Maxi-Stack II 1/2 125-ton Double Stack container cars numbered SFLC 254200-254299, inclusive.

Very Truly Yours,

Louis E. Gitomer
Counsel for
GATX Capital Corporation

Interstate Commerce Commission

Washington, D.C. 20423

6/17/93

OFFICE OF THE SECRETARY

Louis E. Gitomer
Taylor, Morell & Gitomer
919 18th St N.W. Suite 210
Washington, D.C. 20006

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **6/17/93** at **2:35pm**, and assigned recordation number(s). **See Attached Page for Numbers**

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

Louis E. Gitomer 6/17/93

16648-A&B

16627-A&B

16502-A&B

16498-A&B

16493-A&B

16672-A&B

16700- A&B

7447-H

14704-E

8989-D

8988-E

7607-D

16335-A&B

16336-A&B

16353-A&B

16378-A&B

16386A&B

16403-A&B

16417-A&B

16447-A&B

16485-A&B

16486-A&B

16497-A&B

RECORDATION NO. 16700-B FILED 1425

JUN 16 1993 2-35 PM

INTERSTATE COMMERCE COMMISSION

Atchinson, Topeka & Santa Fe Railway Company
Account No. 00029

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement"), dated June 15, 1993, is by and between WESTINGHOUSE ELECTRIC CORPORATION, a Delaware corporation ("Seller"), and GATX CAPITAL CORPORATION, a Delaware corporation ("Purchaser").

RECITALS

Seller and Purchaser are parties to a Purchase Agreement, dated as of June 10, 1993 (the "Purchase Agreement").

Seller is the successor by merger to Westinghouse Credit Corporation. The certificates of merger evidencing such merger are attached hereto as Schedules A-1 and A-2.

The Purchase Agreement provides, among other things, for the execution and delivery of an assignment and assumption in substantially the form hereof to effect the sale by Seller to Purchaser of all right, title and interest of Seller in and to the Lease Assets referred to below, including the Equipment identified on the attached Schedule B, and the assumption by Purchaser of certain of the obligations of Seller under the lease transaction documents set forth on the attached Schedule C ("Lease Documents").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Purchase Agreement.

2. Assignment. Seller does hereby GRANT, BARGAIN, ASSIGN, TRANSFER, SELL, DELIVER AND CONVEY UNTO PURCHASER, ITS SUCCESSORS AND ASSIGNS, TO HAVE AND TO HOLD FOREVER, all of Seller's right, title and interest, together with the obligations, duties and responsibilities (except as otherwise set forth in Section 3 of this Assignment), in and to the Lease Assets and Lease Documents excluding, however, in each case, any claim, cause of action, liability or obligation of any nature or description or other right to payment (other than the rights of Purchaser pursuant to the allocation of any Lessee indemnification payments received pursuant to the Lease Documents, which allocation is more specifically set forth in Section 6.3 of the Purchase Agreement or otherwise in accordance with Section 6.2) accruing, arising or relating to any period prior to the date hereof or payable by reason of any act, event or omission occurring or existing prior to the date hereof, whether known or unknown, contingent or otherwise, as of the date hereof.

3. Assumption. Purchaser hereby confirms that it shall be deemed a party to the Lease Documents on the date of this Agreement (the "Closing Date"), and Purchaser agrees to be bound by all of the terms of the Lease Documents and undertakes to assume all of the obligations of Seller contained in the Lease Documents, occurring or arising on and after the date hereof. Upon the delivery of this Agreement, Seller shall not be responsible to any person for the discharge or performance of any duty or obligation pursuant to or in connection with the Lease Documents occurring or arising on and after the date hereof. Purchaser shall not be responsible to any person for the discharge or performance of any duty of obligation of Seller in connection with the Lease Documents occurring or arising prior to the date hereof.

4. Limitations. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE 4 OF THE PURCHASE AGREEMENT, THE SALE OF THE LEASE ASSETS IS MADE "AS IS, WHERE IS," AND THE SELLER SHALL NOT BE DEEMED TO HAVE MADE ANY FURTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, NOW OR HEREAFTER AS TO THE (i) VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY, QUALITY OF MATERIAL OR WORKMANSHIP, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, MAINTENANCE OR MARKETABILITY OF ANY LEASE ASSETS, (ii) CREDITWORTHINESS OF THE LESSEE, (iii) ADEQUACY OF ANY INSURANCE COVERAGE APPLICABLE TO ANY LEASE ASSETS, (iv) COLLECTIBILITY OF ANY AMOUNT UNDER ANY LEASE DOCUMENT, OR (v) TAX CHARACTERIZATION OF ANY LEASE.

5. Governing Law. This instrument shall be governed by, and construed and interpreted in accordance with, the laws of the State of California.

6. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the day and year first above written.

SELLER: WESTINGHOUSE ELECTRIC CORPORATION

By: [signature]

Name: Stephen R. Wiehe

Title: Vice President

PURCHASER: GATX CAPITAL CORPORATION

By: [signature]

Name: GENE F. PARKER

Title: VICE PRESIDENT

s \mml\wec\a&a 001
06/15/93

State of California)
)
County of San Francisco)

On June 15, 1993 before me, Les S. Leventhal, Notary Public, personally appeared Stephen R. Viehe, ~~personally known to me or~~ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

LES S. LEVENTHAL
COMM. # 974119
Notary Public — California
SAN FRANCISCO COUNTY
My Comm. Expires SEP 24, 1996

Les S. Leventhal
Notary Public

Capacity Claimed by Signer:
☒ Corporate Officer Vice President
Title(s)
Signer is Representing Westinghouse Electric Corporation

State of California)
)
County of San Francisco)

On June 15, 1993 before me, Les S Leventhal, Notary Public, personally appeared Gene F. Parker, personally known to me ~~or proved to me on the basis of satisfactory evidence~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

LES S LEVENTHAL
COMM. # 974119
Notary Public — California
SAN FRANCISCO COUNTY
My Comm. Expires SEP 24, 1996

Les S. Leventhal
Notary Public

Capacity Claimed by Signer:
☒ Corporate Officer Vice President
Title(s)
Signer is Representing GATX Capital Corporation

s \mml\wec\a&a 001
06/15/93

DSCB-221

A-1

COMMONWEALTH OF PENNSYLVANIA

May 3, 1993

Department of State

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY, That from an examination of the indices and corporate records of this department, it appears that on May 3, 1993, Articles of Merger were filed in this department, whereby WESTINGHOUSE FINANCIAL SERVICES, INC., a Delaware corporation, incorporated January 15, 1987 and WESTINGHOUSE CREDIT CORPORATION, a Delaware corporation, incorporated May 29, 1954, was merged into and became part of WESTINGHOUSE ELECTRIC CORPORATION, a Pennsylvania corporation, incorporated April 9, 1872, which was the surviving corporation to the merger.

WHEREFORE, It appears that WESTINGHOUSE ELECTRIC CORPORATION, the Pennsylvania corporation, remains a presently subsisting corporation as of the date hereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

Secretary of the Commonwealth

dp

Microfilm Number________________ THIS IS A TRUE COPY OF THE ORIGINAL SIGNED DOCUMENT FILED WITH THE DEPARTMENT OF STATE

Filed with the Department of State on MAY 03 1993

Entity Number________________

Secretary of the Commonwealth

ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION

DSCB:15-1926 (Rev 89)

In compliance with the requirements of 15 Pa.C.S. § 1926 (relating to articles of merger or consolidation), the undersigned business corporations, desiring to effect a merger, hereby state that:

1. The name of the corporation surviving the merger is: Westinghouse Electric Corporation

2. (Check and complete one of the following):

X The surviving corporation is a domestic business corporation and the (a) address of its current registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following address to conform to the records of the Department):

(a) Westinghouse Building, 6 Gateway Center, Pittsburgh, PA 15222 Allegheny
Number and Street City State Zip County

(b) ________________
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

___The surviving corporation is a qualified foreign business corporation incorporated under the laws of ________ and the (a) address of its current registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following address to conform to the records of the Department):

(a) N/A
Number and Street City State Zip County

(b) ________________
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

___The surviving corporation is a nonqualified foreign business corporation incorporated under the laws of ________ and the address of its principal office under the laws of such domiciliary jurisdiction is: N/A

____
Number and Street City State Zip

3. The name and the address of the registered office of each other domestic business corporation and qualified foreign business corporation which is a party to the plan of merger are as follows:

Westinghouse Financial Services, Inc.
c/o The Prentice-Hall Corporation
System, Inc.
100 Pine Street
Harrisburg, PA 17108

Westinghouse Credit Corporation
c/o The Prentice-Hall
Corporation System, Inc.
100 Pine Street
Harrisburg, PA 17108

4 (Check, and if appropriate complete, one of the following):

__The plan of merger shall be effective upon filing these Articles of Merger in the Department of State.

X The plan of merger shall be effective on The later of the filing of these Articles of Merger or the filing of the Agreement and Plan of Merger with the Secretary of State of Delaware

5. The manner in which the plan of merger was adopted by each domestic corporation is as follows:

Name of corporation	Manner of adoption
Westinghouse Electric Corporation	Resolution of Board of Directors

6. (Strike out this paragraph if no foreign corporation is a party to the merger). The plan was authorized, adopted or approved as the case may be, by the foreign business corporation (or each of the foreign business corporations) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated.

7 (Check, and if appropriate complete, one of the following):

X The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

__Pursuant to 15 Pa.C.S. § 1901 (relating to omission of certain provisions from filed plans) the provisions of the plan of merger that amend or constitute the operative Articles of Incorporation of the surviving corporation as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A, attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation, the address of which is:

____

Number and Street | City | State | Zip

IN TESTIMONY WHEREOF, each undersigned corporation has caused these Articles of Merger to be signed by a duly authorized officer thereof this 30th day of April, 1993

Westinghouse Credit Corporation

BY: [signature]

TITLE: Chairman

Westinghouse Electric Corporation
(Name of Corporation)

BY: [signature]
(Signature)

TITLE: Executive Vice President

Westinghouse Financial Services, Inc.
(Name of Corporation)

BY: [signature]
(Signature)

TITLE: Chairman

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of April 7, 1993, is made and entered into by and among Westinghouse Electric Corporation ("Westinghouse"), a Pennsylvania corporation, Westinghouse Financial Services, Inc. ("WFSI"), a Delaware corporation and wholly-owned subsidiary of Westinghouse, and Westinghouse Credit Corporation ("WCC"), a Delaware corporation and subsidiary of WFSI (Westinghouse, WFSI and WCC being sometimes referred to herein as the "Constituent Corporations" and Westinghouse as the "Surviving Corporation"),

WITNESETH:

WHEREAS, Westinghouse is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania having an authorized capital stock, as of the date hereof, consisting of 480,000,000 shares of common stock, par value $1.00 per share ("Westinghouse Common"), and 25,000,000 shares of preferred stock, par value $1.00 per share ("Westinghouse Preferred");

WHEREAS, WFSI is a corporation duly organized and existing under the laws of the State of Delaware having an authorized capital stock, as of the date hereof, consisting of 1,000 shares of common stock, par value $1.00 per share ("WFSI Common"), all of which are presently issued and outstanding and held by Westinghouse;

WHEREAS, WCC is a corporation duly organized and existing under the laws of the State of Delaware having an authorized capital stock, as of the date hereof, consisting of 100,000 shares of common stock, par value $100.00 per share ("WCC Common"), of which, as of the date hereof, 80,000 shares are issued and outstanding and held by WFSI, and 2,000,000 shares of Preferred Stock, par value $1.00 per share (the "WCC Preferred"), of which 1,050 shares are issued and outstanding; and

WHEREAS, the respective Boards of Directors of the Constituent Corporations deem it advisable that WCC and WFSI merge with and into Westinghouse (the "Merger"), upon the terms and conditions set forth herein and in accordance with the Delaware General Corporation Law and the Pennsylvania Business Corporation Law,

NOW THEREFORE, the Constituent Corporations agree as follows:

ARTICLE 1
The Merger

1.1 The Surviving Corporation. At the Merger Effective Time (as defined in Section 1.3 hereof), WCC and WFSI shall be merged with and into Westinghouse upon the terms and conditions hereinafter set forth as permitted by and in accordance with the Pennsylvania Business Corporation Law and the Delaware General Corporation Law. Thereupon the separate existence of WCC and WFSI shall cease and Westinghouse, as the Surviving Corporation, shall survive and continue to exist under and be governed by the Pennsylvania Business Corporation Law, with its Restated Articles and its By-laws as in effect at the Merger Effective Time.

1.2 Filings. Provided that all conditions to the Merger set forth in Article 5 hereof have been satisfied, or waived by the party entitled to waive such condition, and this Agreement has not been terminated pursuant to Article 5 hereof, Westinghouse shall cause each of the filings described in Section 1.3 to be made on a business day selected by it in its sole discretion following receipt of the orders, consents or approvals described in Section 5.1 hereof.

1.3 Effective Time of the Merger. The Merger Effective Time shall mean 5:00 p.m., Eastern time, on the day on which the last of the following shall occur: (1) an executed counterpart or a conformed copy of this Agreement, or a Certificate of Merger in lieu thereof, has been duly filed in the office of the Secretary of State of the State of Delaware, pursuant to Section 252 of the Delaware General Corporation Law; (2) an executed Certificate of Merger or Certificate of Ownership and Merger has been duly filed in the office of the Secretary of State of the State of Delaware, pursuant to Section 252 or 253 of the Delaware General Corporation Law; and (3) executed Articles of Merger have been duly filed with the Department of State of the Commonwealth of Pennsylvania, pursuant to Section 1927 of the Pennsylvania Business Corporation Law.

ARTICLE 2
Certain Effects of the Merger

2.1 Certain Effects of the Merger When the Merger becomes effective, the directors and officers of Westinghouse immediately prior to the Merger shall be the directors and officers, respectively, of the Surviving Corporation. The effect of the Merger as of the Merger Effective Time shall be as provided in the applicable provisions of the laws of the Commonwealth of Pennsylvania and the State of Delaware.

2.2 Additional Effects of the Merger Without limiting the generality of Section 2.1, and subject thereto, at the Merger Effective Time the Constituent Corporations shall be a single corporation which shall be the Surviving Corporation and which shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties, of each of the Constituent Corporations; the separate existence of each of the Constituent Corporations, except that of the Surviving Corporation, shall cease, all the property, real, personal and mixed, of each of the Constituent Corporations, and all debts due on whatever account to any of them, including subscriptions for shares and other choses in action belonging to any of them, shall be deemed to be transferred to and vested in the Surviving Corporation, without further action; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate, or any interest therein, vested by deed or otherwise in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it; any claim existing or action or proceeding pending by or against WCC or WFSI may be prosecuted to judgment as if the Merger had not taken place or the Surviving Corporation may be proceeded against or substituted in their respective places; any taxes, penalties and public accounts of the Commonwealth of Pennsylvania, claimed against WCC or WFSI but not settled, assessed or determined prior to the Merger, shall be settled, assessed or determined against the Surviving Corporation and, together with interest thereon, shall be a lien against the franchises and property, both real and personal, of the Surviving Corporation.

2.3 Further Actions. (a) If any party hereto shall so request prior to the Merger Effective Time, the party to whom the request is made will from time to time and at any reasonable time execute and deliver to the requesting party such other and further documents, instruments and assurances and take such other actions as may be reasonably necessary, appropriate or convenient in order to carry out the purpose and intent of this Agreement and the transactions contemplated hereby.

(b) If, at any time after the Merger Effective Time, the Surviving Corporation shall consider or be advised that the execution and delivery of any further conveyances, agreements, documents, instruments or assurances or the taking of any other actions may be necessary, appropriate or convenient to (i) vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property, rights, privileges, powers and franchises of WCC and WFSI acquired or to be acquired by reason of, or as a result of, the Merger or (ii) otherwise carry out the purpose and intent of this Agreement and the transactions contemplated hereby, WCC and WFSI and their respective officers and directors shall be deemed to have granted hereby to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such documents, instruments and assurances and to take all actions necessary, appropriate or convenient to vest, perfect or confirm title to and possession of such property, rights, privileges, powers and franchises in the Surviving Corporation and otherwise to carry out the purpose and intent of this Agreement and the transactions contemplated hereby, and the officers and directors of the Surviving Corporation are hereby fully authorized in the name of WCC and WFSI or otherwise to take any and all such actions.

ARTICLE 3
Effect on Stock of the Constituent Corporations

3.1 Effect on WCC and WFSI Common. At the Merger Effective Time, all issued shares of WCC Common and all issued shares of WFSI Common, whether or not outstanding, immediately prior to the Merger Effective Time shall be cancelled and retired and all rights in respect thereof shall cease to exist, without any conversion thereof or any payment with respect thereto or in exchange therefor.

3.2 Effect on WCC Preferred Each share of WCC Preferred issued and outstanding immediately prior to the Merger Effective Time will be cancelled and retired, and (other than shares of WCC Preferred held by persons who properly perfect their appraisal rights pursuant to Section 262 of the Delaware General Corporation Law) will be converted automatically into the right to receive an amount of cash equal to $106,500 per share in the case of Class B WCC Preferred and $115,000 per share in the case of Class C WCC Preferred, plus in each case an amount of cash equal to dividends on such Preferred Stock at the rate currently set therefor to the extent unpaid for the period ending at the Merger Effective Time, without interest thereon. Thereafter, the holders of certificates for shares of WCC Preferred shall cease to have any rights as stockholders of WCC (except such rights, if any, as they may have pursuant to Section 262 of the Delaware General Corporation Law)

3.3 Effect on Stock of Westinghouse. At the Merger Effective Time, each share of Westinghouse Common and each share of Westinghouse Preferred issued at such time shall continue to be one share of Common Stock, par value $1.00 per share, and one share of Preferred Stock, par value $1.00 per share, respectively, of the Surviving Corporation.

ARTICLE 4
WCC Preferred Stockholder Approval

Westinghouse, WFSI and WCC acknowledge that this Agreement may be submitted to the WCC Preferred stockholders for approval and adoption by such stockholders pursuant to Section 10(d)(ii) of the Certificate of Designation for the WCC Variable Term Preferred Stock, being a resolution adopted by WCC's Board of Directors pursuant to and incorporated in Article FOURTH of WCC's Certificate of Incorporation. WCC shall use its best efforts to obtain the adoption and approval of this Agreement by the holders of a majority of the outstanding shares of WCC Preferred. As soon as practicable, WCC agrees to solicit consents to such adoption and approval or to call a special meeting of WCC Preferred for the purpose of voting on adoption and approval of this Agreement.

ARTICLE 5
Termination and Deferral

5.1 Right of Westinghouse to Terminate. Westinghouse shall have the right to terminate this Agreement in the event any one or more of the following shall have occurred at or prior to the Merger Effective Time notwithstanding each party's best efforts and after such extensions of time for performance as are reasonable under the circumstances.

5.1.1 Any of Westinghouse, WFSI or WCC shall have been prevented from performing one or more of its material obligations or agreements required by this Agreement, the Pennsylvania Business Corporation Law, or the Delaware General Corporation Law to be performed by them at or before the Merger Effective Time.

5.1.2 Any of Westinghouse, WFSI or WCC shall not have received all orders, consents or approvals, governmental or otherwise, which are required by law or advisable to permit the consummation of the Merger and to permit or enable the Surviving Corporation to succeed, at the Merger Effective Time, to all or any material part of the rights, privileges, assets, liabilities and obligations of any of the Constituent Corporations, or to conduct, at or after the Merger Effective Time, all or any material part of the business or activities theretofore conducted by any of the Constituent Corporations.

5.1.3 The holders of at least a majority of the shares of WCC Preferred outstanding and entitled to vote on or consent to the Merger shall not have voted in favor of or consented to the adoption and approval of this Agreement.

5.1.4 Any action or proceeding shall have been instituted before any court or governmental agency ("Proceeding) to enjoin, restrain or prohibit, or seeking damages material to WCC, WFSI or Westinghouse with respect to, this Agreement or the transactions contemplated hereby or such Proceeding or any other occurrence would, in the reasonable judgment of Westinghouse, make it inadvisable to consummate the Merger in whole or in part

5.2 Deferral. Notwithstanding approval of this Agreement by the WCC Preferred stockholders, the consummation of the Merger may be deferred for such period of time as may be required in order to obtain necessary or desirable consents or to satisfy any conditions otherwise set forth in this Article 5.

5.3 Effect of Termination In the event this Agreement is terminated as provided in this Article 5, this Agreement shall forthwith become wholly void and of no effect and there shall be no liability on the part of any party hereto or any of their respective directors, officers, employees, agents, representatives, independent contractors or stockholders.

ARTICLE 6
Miscellaneous

6.1 Notices. All notices and other communications required or permitted hereunder shall be in writing and, unless otherwise provided in this Agreement, shall be deemed to have been duly given when delivered to the addressees at the addresses specified below:

If to Westinghouse, to

Office of Chairman
Westinghouse Electric Corporation
11 Stanwix Street
Pittsburgh, Pennsylvania 15222

With a copy to.

Office of General Counsel
Westinghouse Electric Corporation
11 Stanwix Street
Pittsburgh, Pennsylvania 15222

If to WFSI, to.

Westinghouse Financial Services, Inc.
One Oxford Centre
Pittsburgh, Pennsylvania 15219

Attention: Chairman

With a copy to

Vice President - Law
Westinghouse Financial Services, Inc.
One Oxford Centre
Pittsburgh, Pennsylvania 15219

If to WCC, to:

Westinghouse Credit Corporation
One Oxford Centre
Pittsburgh, Pennsylvania 15219

Attention: Chairman

With a copy to

Vice President - Law
Westinghouse Credit Corporation
One Oxford Centre
Pittsburgh, Pennsylvania 15219

6.2 Counterparts. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.3 Headings. The headings of articles and sections herein are for convenience of reference only, do not constitute a part of this Agreement, and shall not be deemed to limit or affect any of the provisions hereof.

6.4 Variation and Amendment. This Agreement may be varied or amended, at any time prior to the Merger Effective Time, by action of the respective Boards of Directors of Westinghouse, WFSI and WCC, provided, that subsequent to the adoption and approval of this Agreement by the WCC Preferred stockholders as provided in Article 4 no such variation or amendment of this Agreement shall affect the rights of the WCC Preferred stockholders in a manner which is materially adverse to such stockholders without resubmission for adoption or approval.

6.5 Governing Law. This Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

6.6 Complete Agreement. This Agreement contains the complete agreement among the parties hereto with respect to the Merger and supersedes all prior agreements and understandings with respect to the Merger.

6.7 Binding Effects, Benefits. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, that nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf and attested to by its respective officers thereunto duly authorized, all as of the day and year first above written.

Attest:

Assistant Secretary
[Corporate Seal]

WESTINGHOUSE ELECTRIC CORPORATION

By: L. A. Chapman
Title: Vice President and Treasurer
Date: As of April 7, 1993

Attest:

Secretary
[Corporate Seal]

WESTINGHOUSE FINANCIAL SERVICES, INC.

By: Robert A. Watson
Title: Chairman and Chief Executive Officer
Date: As of April 7, 1993

Attest:

Secretary
[Corporate Seal]

WESTINGHOUSE CREDIT CORPORATION

By: Robert A. Watson
Title: Chairman and Chief Executive Officer
Date: As of April 7, 1993

FIRST AMENDMENT TO
AGREEMENT AND PLAN OF MERGER

THIS FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of April 7, 1993, is made and entered into by and among Westinghouse Electric Corporation ("Westinghouse"), a Pennsylvania corporation, Westinghouse Financial Services, Inc. ("WFSI"), a Delaware corporation and wholly-owned subsidiary of Westinghouse, and Westinghouse Credit Corporation ("WCC"), a Delaware corporation and wholly-owned subsidiary of WFSI (Westinghouse, WFSI and WCC being sometimes referred to herein as the "Constituent Corporations" and Westinghouse as the "Surviving Corporation"),

WITNESSETH:

WHEREAS, Westinghouse, WFSI and WCC executed the Agreement and Plan of Merger dated as of April 7, 1993;

WHEREAS, The Agreement and Plan of Merger require certain technical amendments relating to the appointment of a statutory agent and certain statutory citations which the Constituent Corporations agree to make; and

NOW, THEREFORE, the Constituent Corporations agree as follows:

1. Article I, Section 1.3 is amended to read:

"Effective Time of the Merger. The Merger Effective Time shall mean 5:00 p.m., Eastern time, on the day on which the last of the following shall occur: (1) an executed counterpart or a conformed copy of this Agreement, or a Certificate of Merger in lieu thereof, has been duly filed in the office of the Secretary of State of the State of Delaware, pursuant to Section 252 of the Delaware General Corporation Law; (2) an executed Certificate of Merger or Certificate of Ownership and Merger has been duly filed in the office of the Secretary of State of the State of Delaware, pursuant to Section 252 of the Delaware General Corporation Law; and (3) executed Articles of Merger have been duly filed with the Department of State of the Commonwealth of Pennsylvania, pursuant to Section 1927 of the Pennsylvania Business Corporation Law."

2. Article VII is added and provides as follows:

"7.1 Service of Process. Westinghouse Electric Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Westinghouse Financial Services, Inc. and Westinghouse Credit Corporation, as well as for enforcement of any obligation of Westinghouse Electric Corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to Section 262 of the General Corporation Law of the State of Delaware in connection with the merger, and said corporation irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or such other proceeding and a copy of such process shall be mailed by the Secretary of State to Westinghouse Electric Corporation, Office of the General Counsel, Westinghouse Electric Corporation, 11 Stanwix Street, Pittsburgh, Pennsylvania 15222."

3. All of the other terms of the Agreement and Plan of Merger NOT amended hereby remain unchanged.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf and attested to by its respective officers thereunto duly authorized, all as of the day and year first above written.

ATTEST:

Angeline Shaker

[Corporate Seal]

WESTINGHOUSE ELECTRIC CORPORATION

R. Watson

Title: Executive Vice President
Date: as of April 7, 1993

ATTEST:

P. R. Chit

Assistant Secretary

[Corporate Seal]

WESTINGHOUSE FINANCIAL SERVICES, INC.

R. Watson

Title: Chairman and Chief Executive Officer
Date: as of April 7, 1993

ATTEST:

P. R. Chit

Assistant Secretary

[Corporate Seal]

WESTINGHOUSE CREDIT CORPORATION

R. Watson

Title: Chairman and Chief Executive Officer
Date: as of April 7, 1993

A-Z

State of Delaware

Office of the Secretary of State

I, WILLIAM T. QUILLEN, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER (DELAWARE & FOREIGN) OF "WESTINGHOUSE ELECTRIC CORPORATION" FILED IN THIS OFFICE ON THE THIRD DAY OF MAY, A.D. 1993, AT 10:30 O'CLOCK A.M.

* * * * * * * * * *

William T. Quillen

William T Quillen, Secretary of State

AUTHENTICATION *3898708

753134384

DATE 05/14/1993

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of April 7, 1993, is made and entered into by and among Westinghouse Electric Corporation ("Westinghouse"), a Pennsylvania corporation, Westinghouse Financial Services, Inc ("WFSI"), a Delaware corporation and wholly-owned subsidiary of Westinghouse, and Westinghouse Credit Corporation ("WCC"), a Delaware corporation and subsidiary of WFSI (Westinghouse, WFSI and WCC being sometimes referred to herein as the "Constituent Corporations" and Westinghouse as the "Surviving Corporation"),

WITNESETH

WHEREAS, Westinghouse is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania having an authorized capital stock, as of the date hereof, consisting of 480,000,000 shares of common stock, par value $1 00 per share ("Westinghouse Common"), and 25,000,000 shares of preferred stock, par value $1 00 per share ("Westinghouse Preferred"),

WHEREAS, WFSI is a corporation duly organized and existing under the laws of the State of Delaware having an authorized capital stock, as of the date hereof, consisting of 1,000 shares of common stock, par value $1 00 per share ("WFSI Common"), all of which are presently issued and outstanding and held by Westinghouse;

WHEREAS, WCC is a corporation duly organized and existing under the laws of the State of Delaware having an authorized capital stock, as of the date hereof, consisting of 100,000 shares of common stock, par value $100 00 per share ("WCC Common"), of which, as of the date hereof, 80,000 shares are issued and outstanding and held by WFSI, and 2,000,000 shares of Preferred Stock, par value $1 00 per share (the "WCC Preferred"), of which 1,050 shares are issued and outstanding, and

WHEREAS, the respective Boards of Directors of the Constituent Corporations deem it advisable that WCC and WFSI merge with and into Westinghouse (the "Merger"), upon the terms and conditions set forth herein and in accordance with the Delaware General Corporation Law and the Pennsylvania Business Corporation Law,

NOW THEREFORE, the Constituent Corporations agree as follows:

ARTICLE 1
The Merger

1.1 The Surviving Corporation. At the Merger Effective Time (as defined in Section 1.3 hereof), WCC and WFSI shall be merged with and into Westinghouse upon the terms and conditions hereinafter set forth as permitted by and in accordance with the Pennsylvania Business Corporation Law and the Delaware General Corporation Law. Thereupon the separate existence of WCC and WFSI shall cease and Westinghouse, as the Surviving Corporation, shall survive and continue to exist under and be governed by the Pennsylvania Business Corporation Law, with its Restated Articles and its By-laws as in effect at the Merger Effective Time.

1 2 Filings. Provided that all conditions to the Merger set forth in Article 5 hereof have been satisfied, or waived by the party entitled to waive such condition, and this Agreement has not been terminated pursuant to Article 5 hereof, Westinghouse shall cause each of the filings described in Section 1.3 to be made on a business day selected by it in its sole discretion following receipt of the orders, consents or approvals described in Section 5.1 hereof.

1.3 Effective Time of the Merger. The Merger Effective Time shall mean 5:00 p m , Eastern time, on the day on which the last of the following shall occur: (1) an executed counterpart or a conformed copy of this Agreement, or a Certificate of Merger in lieu thereof, has been duly filed in the office of the Secretary of State of the State of Delaware, pursuant to Section 252 of the Delaware General Corporation Law; (2) an executed Certificate of Merger or Certificate of Ownership and Merger has been duly filed in the office of the Secretary of State of the State of Delaware, pursuant to Section 252 of the Delaware General Corporation Law; and (3) executed Articles of Merger have been duly filed with the Department of State of the Commonwealth of Pennsylvania, pursuant to Section 1927 of the Pennsylvania Business Corporation Law.

ARTICLE 2
Certain Effects of the Merger

2.1 Certain Effects of the Merger When the Merger becomes effective, the directors and officers of Westinghouse immediately prior to the Merger shall be the directors and officers, respectively, of the Surviving Corporation. The effect of the Merger as of the Merger Effective Time shall be as provided in the applicable provisions of the laws of the Commonwealth of Pennsylvania and the State of Delaware

2.2 Additional Effects of the Merger Without limiting the generality of Section 2 1, and subject thereto, at the Merger Effective Time: the Constituent Corporations shall be a single corporation which shall be the Surviving Corporation and which shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, the separate existence of each of the Constituent Corporations, except that of the Surviving Corporation, shall cease, all the property, real, personal and mixed, of each of the Constituent Corporations, and all debts due on whatever account to any of them, including subscriptions for shares and other choses in action belonging to any of them, shall be deemed to be transferred to and vested in the Surviving Corporation, without further action, and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate, or any interest therein, vested by deed or otherwise in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it, any claim existing or action or proceeding pending by or against WCC or WFSI may be prosecuted to judgment as if the Merger had not taken place or the Surviving Corporation may be proceeded against or substituted in their respective places; any taxes, penalties and public accounts of the Commonwealth of Pennsylvania, claimed against WCC or WFSI but not settled, assessed or determined prior to the Merger, shall be settled, assessed or determined against the Surviving Corporation and, together with interest thereon, shall be a lien against the franchises and property, both real and personal, of the Surviving Corporation

2.3 Further Actions. (a) If any party hereto shall so request prior to the Merger Effective Time, the party to whom the request is made will from time to time and at any reasonable time execute and deliver to the requesting party such other and further documents, instruments and assurances and take such other actions as may be reasonably necessary, appropriate or convenient in order to carry out the purpose and intent of this Agreement and the transactions contemplated hereby.

(b) If, at any time after the Merger Effective Time, the Surviving Corporation shall consider or be advised that the execution and delivery of any further conveyances, agreements, documents, instruments or assurances or the taking of any other actions may be necessary, appropriate or convenient to (i) vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property, rights, privileges, powers and franchises of WCC and WFSI acquired or to be acquired by reason of, or as a result of, the Merger or (ii) otherwise carry out the purpose and intent of this Agreement and the transactions contemplated hereby, WCC and WFSI and their respective officers and directors shall be deemed to have granted hereby to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such documents, instruments and assurances and to take all actions necessary, appropriate or convenient to vest, perfect or confirm title to and possession of such property, rights, privileges, powers and franchises in the Surviving Corporation and otherwise to carry out the purpose and intent of this Agreement and the transactions contemplated hereby, and the officers and directors of the Surviving Corporation are hereby fully authorized in the name of WCC and WFSI or otherwise to take any and all such actions

ARTICLE 3
Effect on Stock of the Constituent Corporations

3 1 Effect on WCC and WFSI Common At the Merger Effective Time, all issued shares of WCC Common and all issued shares of WFSI Common, whether or not outstanding, immediately prior to the Merger Effective Time shall be cancelled and retired and all rights in respect thereof shall cease to exist, without any conversion thereof or any payment with respect thereto or in exchange therefor

3 2 Effect on WCC Preferred Each share of WCC Preferred issued and outstanding immediately prior to the Merger Effective Time will be cancelled and retired, and (other than shares of WCC Preferred held by persons who properly perfect their appraisal rights pursuant to Section 262 of the Delaware General Corporation Law) will be converted automatically into the right to receive an amount of cash equal to $106,500 per share in the case of Class B WCC Preferred and $115,000 per share in the case of Class C WCC Preferred, plus in each case an amount of cash equal to dividends on such Preferred Stock at the rate currently set therefor to the extent unpaid for the period ending at the Merger Effective Time, without interest thereon Thereafter, the holders of certificates for shares of WCC Preferred shall cease to have any rights as stockholders of WCC (except such rights, if any, as they may have pursuant to Section 262 of the Delaware General Corporation Law)

3 3 Effect on Stock of Westinghouse At the Merger Effective Time, each share of Westinghouse Common and each share of Westinghouse Preferred issued at such time shall continue to be one share of Common Stock, par value $1 00 per share, and one share of Preferred Stock, par value $1 00 per share, respectively, of the Surviving Corporation

ARTICLE 4
WCC Preferred Stockholder Approval

Westinghouse, WFSI and WCC acknowledge that this Agreement may be submitted to the WCC Preferred stockholders for approval and adoption by such stockholders pursuant to Section 10(d)(ii) of the Certificate of Designation for the WCC Variable Term Preferred Stock, being a resolution adopted by WCC's Board of Directors pursuant to and incorporated in Article FOURTH of WCC's Certificate of Incorporation. WCC shall use its best efforts to obtain the adoption and approval of this Agreement by the holders of a majority of the outstanding shares of WCC Preferred. As soon as practicable, WCC agrees to solicit consents to such adoption and approval or to call a special meeting of WCC Preferred for the purpose of voting on adoption and approval of this Agreement.

ARTICLE 5
Termination and Deferral

5.1 Right of Westinghouse to Terminate Westinghouse shall have the right to terminate this Agreement in the event any one or more of the following shall have occurred at or prior to the Merger Effective Time notwithstanding each party's best efforts and after such extensions of time for performance as are reasonable under the circumstances.

5.1.1 Any of Westinghouse, WFSI or WCC shall have been prevented from performing one or more of its material obligations or agreements required by this Agreement, the Pennsylvania Business Corporation Law, or the Delaware General Corporation Law to be performed by them at or before the Merger Effective Time.

5.1.2 Any of Westinghouse, WFSI or WCC shall not have received all orders, consents or approvals, governmental or otherwise, which are required by law or advisable to permit the consummation of the Merger and to permit or enable the Surviving Corporation to succeed, at the Merger Effective Time, to all or any material part of the rights, privileges, assets, liabilities and obligations of any of the Constituent Corporations, or to conduct, at or after the Merger Effective Time, all or any material part of the business or activities theretofore conducted by any of the Constituent Corporations

5 1.3 The holders of at least a majority of the shares of WCC Preferred outstanding and entitled to vote on or consent to the Merger shall not have voted in favor of or consented to the adoption and approval of this Agreement.

5.1.4 Any action or proceeding shall have been instituted before any court or governmental agency ("Proceeding) to enjoin, restrain or prohibit, or seeking damages material to WCC, WFSI or Westinghouse with respect to, this Agreement or the transactions contemplated hereby or such Proceeding or any other occurrence would, in the reasonable judgment of Westinghouse, make it inadvisable to consummate the Merger in whole or in part.

5 2 Deferral Notwithstanding approval of this Agreement by the WCC Preferred stockholders, the consummation of the Merger may be deferred for such period of time as may be required in order to obtain necessary or desirable consents or to satisfy any conditions otherwise set forth in this Article 5

5 3 Effect of Termination In the event this Agreement is terminated as provided in this Article 5, this Agreement shall forthwith become wholly void and of no effect and there shall be no liability on the part of any party hereto or any of their respective directors, officers, employees, agents, representatives, independent contractors or stockholders.

ARTICLE 6
Miscellaneous

6.1 Notices. All notices and other communications required or permitted hereunder shall be in writing and, unless otherwise provided in this Agreement, shall be deemed to have been duly given when delivered to the addressees at the addresses specified below

If to Westinghouse, to:

Office of Chairman
Westinghouse Electric Corporation
11 Stanwix Street
Pittsburgh, Pennsylvania 15222

With a copy to:

Office of General Counsel
Westinghouse Electric Corporation
11 Stanwix Street
Pittsburgh, Pennsylvania 15222

If to WFSI, to:

Westinghouse Financial Services, Inc.
One Oxford Centre
Pittsburgh, Pennsylvania 15219

Attention: Chairman

With a copy to:

Vice President - Law
Westinghouse Financial Services, Inc
One Oxford Centre
Pittsburgh, Pennsylvania 15219

If to WCC, to

Westinghouse Credit Corporation
One Oxford Centre
Pittsburgh, Pennsylvania 15219

Attention Chairman

With a copy to

Vice President - Law
Westinghouse Credit Corporation
One Oxford Centre
Pittsburgh, Pennsylvania 15219

6 2 Counterparts This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

6 3 Headings The headings of articles and sections herein are for convenience of reference only, do not constitute a part of this Agreement, and shall not be deemed to limit or affect any of the provisions hereof

6 4 Variation and Amendment This Agreement may be varied or amended, at any time prior to the Merger Effective Time, by action of the respective Boards of Directors of Westinghouse, WFSI and WCC, provided, that subsequent to the adoption and approval of this Agreement by the WCC Preferred stockholders as provided in Article 4, no such variation or amendment of this Agreement shall affect the rights of the WCC Preferred stockholders in a manner which is materially adverse to such stockholders without resubmission for adoption or approval

6 5 Governing Law This Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

6.6 Complete Agreement This Agreement contains the complete agreement among the parties hereto with respect to the Merger and supersedes all prior agreements and understandings with respect to the Merger.

6.7 Binding Effects, Benefits This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, that nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf and attested to by its respective officers thereunto duly authorized, all as of the day and year first above written.

Attest:

____

Assistant Secretary
[Corporate Seal]

WESTINGHOUSE ELECTRIC CORPORATION

By: ______________________________

Title: Vice President and Treasurer

Date: As of April 7, 1993

Attest:

____

[illegible] Secretary
[Corporate Seal]

WESTINGHOUSE FINANCIAL SERVICES, INC

By: ______________________________

Title: Chairman and Chief Executive Officer

Date: As of April 7, 1993

Attest:

____

Secretary
[Corporate Seal]

WESTINGHOUSE CREDIT CORPORATION

By: ______________________________

Title: Chairman and Chief Executive Officer

Date: As of April 7, 1993

FIRST AMENDMENT TO
AGREEMENT AND PLAN OF MERGER

THIS FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of April 7, 1993, is made and entered into by and among Westinghouse Electric Corporation ("Westinghouse"), a Pennsylvania corporation, Westinghouse Financial Services, Inc. ("WFSI"), a Delaware corporation and wholly-owned subsidiary of Westinghouse, and Westinghouse Credit Corporation ("WCC"), a Delaware corporation and wholly-owned subsidiary of WFSI (Westinghouse, WFSI and WCC being sometimes referred to herein as the "Constituent Corporations" and Westinghouse as the "Surviving Corporation"),

W I T N E S S E T H:

WHEREAS, Westinghouse, WFSI and WCC executed the Agreement and Plan of Merger dated as of April 7, 1993;

WHEREAS, The Agreement and Plan of Merger require certain technical amendments relating to the appointment of a statutory agent and certain statutory citations which the Constituent Corporations agree to make; and

NOW, THEREFORE, the Constituent Corporations agree as follows:

1. Article I, Section 1.3 is amended to read:

   "Effective Time of the Merger. The Merger Effective Time shall mean 5:00 p.m., Eastern time, on the day on which the last of the following shall occur: (1) an executed counterpart or a conformed copy of this Agreement, or a Certificate of Merger in lieu thereof, has been duly filed in the office of the Secretary of State of the State of Delaware, pursuant to Section 252 of the Delaware General Corporation Law; (2) an executed Certificate of Merger or Certificate of Ownership and Merger has been duly filed in the office of the Secretary of State of the State of Delaware, pursuant to Section 252 of the Delaware General Corporation Law; and (3) executed Articles of Merger have been duly filed with the Department of State of the Commonwealth of Pennsylvania, pursuant to Section 1927 of the Pennsylvania Business Corporation Law."

2. Article VII is added and provides as follows:

   "7.1 Service of Process. Westinghouse Electric Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Westinghouse Financial Services, Inc. and Westinghouse Credit Corporation, as well as for enforcement of any obligation of Westinghouse Electric Corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to Section 262 of the General Corporation Law of the State of Delaware in connection with the merger, and said corporation irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or such other proceeding and a copy of such process shall be mailed by the Secretary of State to Westinghouse Electric Corporation, Office of the General Counsel, Westinghouse Electric Corporation, 11 Stanwix Street, Pittsburgh, Pennsylvania 15222."

3. All of the other terms of the Agreement and Plan of Merger NOT amended hereby remain unchanged.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf and attested to by its respective officers thereunto duly authorized, all as of the day and year first above written.

ATTEST:

Angeline Strake

[Corporate Seal]

WESTINGHOUSE ELECTRIC CORPORATION

R. Watson

Title: Executive Vice President
Date: as of April 7, 1993

ATTEST:

P. R. Chit

Assistant Secretary

[Corporate Seal]

WESTINGHOUSE FINANCIAL SERVICES, INC

R. Watson

Title: Chairman and Chief Executive Officer
Date: as of April 7, 1993

ATTEST:

P. R. Chit

Assistant Secretary

[Corporate Seal]

WESTINGHOUSE CREDIT CORPORATION

R. Watson

Title: Chairman and Chief Executive Officer
Date: as of April 7, 1993

CERTIFICATE OF ASSISTANT SECRETARY
OF
WESTINGHOUSE CREDIT CORPORATION

The undersigned, being the Assistant Secretary of Westinghouse Credit Corporation, a Delaware corporation, does hereby certify that the foregoing Agreement and Plan of Merger attached hereto has been approved, adopted, certified, executed and acknowledged by said corporation pursuant to the provisions of Subsection (c) of Section 252 of the General Corporation Law of the State of Delaware, and that the holders of the outstanding stock of said corporation dispensed with a meeting and vote of stockholders, and all of the holders of the common stock, and the holders of a majority of the preferred stock, entitled to vote consented in writing, pursuant to the provisions of Section 228 of the General Corporation Law of the State of Delaware, to the adoption of the foregoing Agreement and Plan of Merger.

Dated April 30, 1993

Assistant Secretary

WCC 00029

SCHEDULE B

TO

ASSIGNMENT & ASSUMPTION AGREEMENT

One Hundred Maxi-Stack II 1/2 articulated 125-ton Double Stack container Cars, numbered SFLC 254200-254299

SCHEDULE C

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

II. Lessee: Atchinson, Topeka & Santa Fe Railway Company
Account No. 00029

1. Master Lease Agreement between Lessee and Westinghouse Credit Corporation dated July 25, 1989
2. Schedule No. 1 to Master Lease Agreement
3. Bills of Sale from Gunderson, Inc. to Westinghouse Credit Corporation:
   a. Dated September 1, 1989 covering SFLC 254205-254219
   b. Dated November 27, 1989 covering SFLC 254220-254241
   c. Dated December 11, 1989 covering SFLC 254242-254261
   d. Dated December 26, 1989 covering SFLC 254262-254283
   e. Dated December 28, 1989 covering SFLC 254284-254299
4. Insurance Certificate
5. Assignment and Consent of Purchase Order between Westinghouse Credit Corporation and Lessee
6. Invoices
7. Certificate of Inspection and Acceptance
8. General files

s \mml\wec\a&ascc 001

CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy of the original Assignment and Assumption Agreement dated June 15, 1993, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

Louis E. Gitomer
June 16, 1993